

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THE SOLUTIONS TEAM, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. _____
)	
OAK STREET HEALTH, MSO, LLC.,)	
FOCUS SOLUTIONS, LLC., and BRUCE)	TRIAL BY JURY IS DEMANDED
SCHAUMBERG,)	
)	
Defendants.)	

COMPLAINT AT LAW

Plaintiff, The Solutions Team, Inc., by its lawyer, Stephen Ellenbecker of Johnson & Bell, Ltd., and for its Complaint against Oak Street Health, MSO, LLC, Focus Solutions, LLC., and Bruce Schaumberg, states as follows:

PARTIES

1. THE SOLUTIONS TEAM, INC., (“The Solutions Team”) is a Chapter S corporation, organized under the laws of Mississippi and at all relevant times, had its principal place of business in Brandon, Mississippi.

2. Defendant, OAK STREET HEALTH MSO, LLC, (“Oak Street Health”), is a limited liability company, organized under the laws of Illinois and at all relevant times, had its principal place of business in Illinois at 213 N. Racine Ave., Suite 100, Chicago, Illinois 60607.

3. Defendant, FOCUS SOLUTIONS, LLC, (“Focus Solutions”) is a limited liability company, organized under the laws of Wisconsin and at all relevant times, had its principal place of business at 171 Fox Shores Drive, De Pere, WI. 54115.

4. The Solutions Team has emerged as the go-to provider for companies looking to outsource their entire IT department or simply deploy key portions of their system to the 'cloud'. The company offers proven expertise on a variety of cloud-based managed services and solutions, including Cloud-Hosted Email, Managed Email On-Site, Virtual IT Support, Managed Networks, Cloud Data Backup/Disaster Recovery and Data Breach Response.

5. As part of its business, The Solutions Team, contracts with companies or individuals that gather and generate data, protected and otherwise, for the storage of that data.

6. In addition to and in support of storing the data, The Solutions Team purchases hardware and software, provides consulting services, maintains accessibility to the data, supports client interfaces with data and otherwise facilitates its clients' storage and use of the data.

7. Oak Street Health is a network of primary care doctor's offices specializing in the healthcare of older adults.

8. In that business, Oak Street Health, gathers and generates protected health information on patients.

9. The protected health information gathered and generated by Oak Street Health is generated and stored electronically.

10. Focus Solutions is a privately held service company that installs, implements and supports Electronic Health Record software products. It offers professional IT and in-market consulting to physician offices and clinics.

11. As part of its business, Focus Solutions consults with its clients, provides advice, facilitates and implements its clients' wishes and otherwise provides services utilizing its professed expertise in the area of data acquisition, storage and transfer.

12. Focus Solutions also acts as a broker or agent in arranging relationships between those that acquire and generate data and those that store, manage and maintain data.

13. In the capacity of brokers or agents, Focus Solutions collects commissions or other fees from data storage companies.

14. Defendant, BRUCE SCHAUMBERG, is a resident of the State of Wisconsin and currently resides in DePere, WI.

15. Bruce Schaumberg, founder of Focus Solutions is a healthcare technology consultant who worked in project management for hundreds of clients for both initial implementations of an EHR as well as optimization of existing EHR technologies and clinical workflow.

16. As an employee and/or member of Focus Solutions and individually, Bruce Schaumberg pairs data storage companies with data producers.

JURISDICTION AND VENUE

17. Complete diversity of citizenship exists and the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000), exclusive of interest and costs, and therefore, jurisdiction is proper pursuant to 28 U.S.C. §1332.

18. The Computer Fraud and Abuse Act, 18 U.S.C. §1030, is a federal statute and violations of same raise federal questions for jurisdictional purposes pursuant to 28 U.S.C. §1331.

19. Venue in this Court is proper under 28 U.S.C. §1391(a)(2) in that a substantial part of the events giving rise to this action occurred in this judicial district, Defendant Oak Street Health, resides in and maintains its principal place of business in this District, and the parties all transact business in this District.

FACTUAL ALLEGATIONS

20. In or around March 2015, Defendant Schaumberg and Focus Solutions arranged a meeting and relationship between Oak Street Health and The Solutions Team.

21. For his role in the arrangement of a business relationship between Oak Street Health and The Solutions Team, Bruce Schaumberg and/or Focus Solutions demanded and received a commission of \$6,750 from The Solutions Team. (Ex. A).

22. As a function of his relationship with The Solutions Team, Bruce Schaumberg and Focus Solutions owed a fiduciary duty to The Solutions Team.

23. On March 27, 2015, Oak Street Health entered into a contract with The Solutions Team. (Contract attached at Ex. B, hereafter referred to as the “Contract”).

24. The Contract between the parties involved The Solutions Team providing equipment and services to Oak Street Health as set forth in subsequent proposals entered into between Oak Street Health and The Solutions Team (each a “Proposal”).

25. Generally, under and pursuant to the Contract and Proposals, The Solutions Team was to store, safeguard, manage and maintain data for Oak Street Health (“Data”) and provide a viable path for saving and retrieving Data.

26. In exchange for services, among other obligations, Oak Street Health agreed to promptly pay The Solutions Team for the services and storage provided.

27. The initial term of the Contract was to run for twenty-four months or until March 27, 2017.

28. The Contract also provided for an automatic renewal of the Initial Term or any subsequent term for a period of forty-eight months if neither party gave notice within thirty days of the end of the existing term.

29. Section 6(a) of the Contract also provided that the term of the Contract for all services or equipment ordered by Oak Street Health Under all Proposals shall automatically renew for forty-eight months upon execution of any Proposal.

30. On March 27, 2015, Oak Street executed a Proposal for equipment and/or services from The Solutions Team. (Ex. C).

31. The proposal of March 27, 2015, set forth a fee schedule based on per user fees starting at a user level of 225 users.

32. On August 27, 2015, Oak Street Health executed another Proposal for additional equipment and/or services from The Solutions Team. (Ex. D).

33. On April 1, 2016, representatives of Oak Street Health and Bruce Schaumberg participated in a telephone conference hosted by Century Link on which they discussed replacing The Solutions Team and discontinuing use of the services and equipment provided under the Contract and all Proposals.

34. On April 5, 2016, Oak Street Health executed another Proposal for additional equipment and/or services from The Solutions Team. (Ex. E).

35. On May 5, 2016, Oak Street Health executed another Proposal for additional equipment and/or services from The Solutions Team. (Ex. F).

36. By application of Section 6(a) of the Contract, the Proposal of May 5, 2016, extended the term of the Contract and all Proposals thereunder by forty-eight months, or until May 5, 2020.

37. On or about July 8, 2016, Oak Street Health approached The Solutions Team about obtaining control of the personal health information for which The Solutions Team had control and responsibility for security, stability and availability by contract and by law.

38. In an effort to accommodate the request, The Solutions Team presented Oak Street Health with a release agreement whereby Oak Street Health would release The Solutions Team of its responsibilities for security, stability and availability of the personal health information and would indemnify The Solutions Team for any data breach or compromise.

39. Oak Street Health would not sign the proffered release and The Solutions Team retained control of the data environment and responsibility for the security, stability and availability of the personal health information of Oak Street Health patients.

40. During Fall 2016, Oak Street Health, began efforts to get The Solutions Team to permit Focus Solutions and Schaumberg access to the Data stored at The Solutions Team.

41. At that same time, Focus Solutions and Schaumberg also began efforts, in concert with Oak Street, to get The Solutions Team to permit open access to the Data.

42. Oak Street Health's efforts included assurances that the requested access was for the limited purpose of Focus Solutions designing and running select reports of the Data for Oak Street Health.

43. Oak Street Health's efforts to obtain access the Data stored by The Solutions Team included misrepresentations regarding the purpose of said access.

44. The representations made by Oak Street Health to The Solutions Team to get access to the data for Focus and Schaumberg were made knowing the reason for the requested access was actually different and/or beyond the stated reasons.

45. For their part, Focus Solutions and Schaumburg also represented to The Solutions Team that the requested access to the Data and removal of the firewall was for the purpose of transitioning some of the Data for use in designing and running reports.

46. The representations made by Focus Solutions and Schaumberg were made knowing the reason for the requested access was actually different and/or beyond the stated reasons.

47. The representations made by Oak Street Health, Focus and Schaumberg, were made for the purpose of inducing The Solutions Team to facilitate access to the otherwise restricted access data.

48. Without knowledge of Oak Street Health's real purpose for obtaining unrestricted access for Focus Solutions and Schaumberg, on or about February 5, 2017, The Solutions Team permitted limited access to Focus Solutions and Schaumberg.

49. On February 5, 2017, with the access obtained through representations made by Oak Street Health, Focus Solutions and Schaumberg, Focus Solutions and Schaumberg took the Data from The Solutions Team and transferred the Data to Century Link, rendered the remaining files held by The Solutions Team functionally inaccessible to The Solutions Team and thereby practically severed the electronic link between Oak Street Health and The Solutions Team.

50. In so acting, on and after February 5, 2017, Oak Street, Focus Solutions and Schaumberg intentionally accessed the Data and thereby exceeded the access authorized.

51. On February 8, 2017, after facilitating the taking of the Data, Jason Van Den Eeden, Oak Street Health's Chief Technology Officer, called The Solutions Team and stated that Oak Street Health had acquired the Data and was terminating the Contract.

52. On that call of February 8, 2017, Mr. Van Den Eeden, did not assert that Oak Street was terminating the Contract for cause or for convenience pursuant to Sections 6(b) and 6(c), respectively.

53. On February 10, 2017, Oak Street Health sent correspondence to The Solutions Team in which it expressly stated that it was giving notice, pursuant to Section 6(a) of the Contract, of its cancellation or nonrenewal of the Agreement and all Proposals. (Letter of February 10, 2017, attached at Ex. G).

54. In the letter of February 10, 2017, Oak Street Health acknowledged that it was cancelling renewal pursuant to Section 6(a) of the Contract.

55. In the letter of February 10, 2017, Oak Street Health acknowledged that there was a Proposal dated July 7, 2015.

56. By operation of Section 6(a) of the Contract, the Proposal Oak Street acknowledged in its letter of February 10, 2015, extended the Contract and all Proposals forty-eight months or until July 7, 2019.

57. The subsequent Proposal of May 5, 2016 referenced above similarly extended the Contract and all Proposals by forty-eight months, or until May 5, 2020.

**COUNT I
BREACH OF CONTRACT**

58. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

59. The Contract required Oak Street Health to pay all uncontested invoices within 30 days.

60. The Contract required Oak Street Health to comply with all laws applicable to its use of The Solutions Team's Services.

61. The Contract required Oak Street Health to refrain from making, facilitating, or allowing any form of computer, server or network attack or disruption.

62. The Contract required Oak Street Health to conduct itself, and to cause its employees and agents to conduct themselves in a professional manner.

63. At all times, The Solutions Team, satisfied its contractual obligations.

64. Oak Street has failed to make owed payments to The Solutions Team for invoiced services and equipment provided in an amount equal to or greater than \$72,000.

65. Oak Street has not objected or contested any invoices issued to it by The Solutions Team.

66. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, knowingly accessed the computers and information systems and while therein, exceeded authorized access by taking all Data and severed the electronic link between Oak Street Health and The Solutions Team.

67. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, through its exceedance of authorized access, obtained information from a protected computer in violation of 18 U.S.C. §1030(a)(2)(C).

68. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, knowingly and with an intent to defraud, accessed The Solutions Team's computers and electronic information system in exceedance of its authorized access, through false pretenses in perpetration of a plan to defraud, obtained data possessed by The Solutions Team that has value in violation of 18 U.S.C. §1030(a)(4).

69. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, intentionally accessed The Solutions Team's computers and informational systems in exceedance of its authorized access causing damage and financial loss to The Solutions Team in violation of 18 U.S.C. §1030(a)(5)(C).

70. In addition to acting directly or through its agents, Focus Solutions and Bruce Schaumberg, Oak Street Health conspired to gain the aforementioned access to the computers and informational systems of The Solutions Team under false pretenses, with the intent to defraud and carry out unauthorized activities on computers and systems owned by The Solutions Team.

71. As a result of the conduct set forth in Paragraphs 63 through 67, Oak Street Health failed to comply with all laws applicable to its use of The Solutions Team's Services.

72. Through its direct activity, activity through its agents and conspiracy to commit same, Oak Street Health failed to refrain from making, facilitating, or allowing any form of computer, server or network attack or disruption on the computers and informational systems of The Solutions Team.

73. Through its direct activity, activity through its agents and conspiracy to commit same, Oak Street Health failed to conduct itself, and to cause its employees and agents to conduct themselves in a professional manner as it pertains to the services provided by The Solutions Team on behalf of Oak Street Health.

74. Through its breaches of the Contract, as described above, Oak Street is in default on the Contract.

75. Oak Street Health's breaches or defaults on the Contract are material and incurable.

76. Oak Street Health's default gives rise to liquidated damages as defined in Section 6(b) of the Contract as the monthly fee being paid as of the time of default multiplied by the thirty-nine months remaining on the Contract's term as defined in Section 6(a) as May 5, 2020.

WHEREFORE, The Solutions Team requests that this Court enter judgment in favor of it and against OAK STREET HEALTH, in an amount commensurate with the loss relating to the contractual breaches, the value of the Contract to be performed through its termination on May 5, 2020, the cost of hardware and software purchased to provide services to Oak Street Health and any other damages and relief which this Court deems owed as a result of Oak Street Health's contractual defaults.

COUNT II
Civil Action Pursuant to Violations of 18 U.S.C. § 1030

77. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

78. At all times relevant to the actions of Oak Street Health as it pertains to the Contract, there existed a statute known as the Computer Fraud and Abuse Act (18 U.S.C. § 1030) that was in full force and effect.

79. The Computer Fraud and Abuse Act permits civil actions to be filed for the recovery of economic and other damages.

80. At all pertinent times, Oak Street Health was obligated to comply with and not act in violation of the Computer Fraud and Abuse Act.

81. The Data on The Solutions Team's servers and computers was protected from access by those not authorized to access and manipulate the Data.

82. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, knowingly accessed the computers and information systems and while therein, exceeded the authorized access.

83. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, through its exceedance of authorized access, obtained information from a protected computer in violation of 18 U.S.C. §1030(a)(2)(C).

84. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, knowingly and with an intent to defraud, accessed The Solutions Team's computers and electronic information system in exceedance of its authorized access, through false pretenses in perpetration of a plan to defraud, and obtained data possessed by The Solutions Team that has value in violation of 18 U.S.C. § 1030(a)(4).

85. On and after February 5, 2017, Oak Street Health, directly and/or through its agents, Focus Solutions and Bruce Schaumberg, intentionally accessed The Solutions Team's computers and informational systems in exceedance of its authorized access causing damage and financial loss to The Solutions Team in violation of 18 U.S.C. § 1030(a)(5)(C).

86. In addition to acting directly or through its agents, Focus Solutions and Bruce Schaumberg, Oak Street Health conspired to gain the aforementioned access to the computers and informational systems of The Solutions Team under false pretenses, with the intent to defraud and carry out unauthorized activities on computers and systems owned by The Solutions Team.

87. As a result of the conduct set forth in Paragraphs 79 through 83, Oak Street Health failed to comply with all laws applicable to its use of The Solutions Team's services.

88. Through its direct activity, activity through its agents and conspiracy to commit same, Oak Street Health failed to refrain from making, facilitating, or allowing any form of computer, server or network attack or disruption on the computers and informational systems of The Solutions Team

89. Through its direct activity, activity through its agents and conspiracy to commit same, Oak Street Health proximately caused damages to The Solutions Team in violation of the Computer Fraud and Abuse Act including, but not limited to, the loss of the economic value of the Contract over the course of its term through May 5, 2020, and any other damages and relief which this Court deems owed.

WHEREFORE, The Solutions Team requests that this Court enter judgment in favor of it and against OAK STREET HEALTH, in an amount commensurate with the loss relating to the contractual breaches, the value of the Contract to be performed through its termination on May 5, 2020, the cost of hardware and software purchased to provide services to Oak Street Health and any other damages and relief which this Court deems owed as a result of Oak Street Health's violations of the Computer Fraud and Abuse Act.

COUNT III
Fraud in the Inducement

90. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

91. On and around December 2016, Oak Street Health represented to The Solutions Team that it needed access to the Data for the limited purpose of Focus Solutions designing and running select reports of the Data for Oak Street Health.

92. The Solutions Team eventually granted access to the Data based on the representations of Oak Street Health.

93. At the time it made said statements, Oak Street knew its statements to Oak Street Health were false.

94. At the time of stating the purpose for needing access to the Data, Oak Street Health made said statements for the purpose of inducing The Solutions Team to give it access to the Data.

95. The Solutions Team granted access to the Data to Oak Street Health and/or its agents in reliance on the reasons Oak Street Health offered for needing access to the Data.

96. On or about February 5, 2017, Oak Street directly or through its agents Focus Solutions and Bruce Schaumberg, transferred and took all of the Data and severed electronic connections with The Solutions Team.

97. As a direct and proximate result of its fraudulent inducement by Oak Street Health, The Solutions Team suffered damages in the form of Oak Street Health failing to store and use its clients' personal health information with The Solutions Team and failing to pay the contractually required monthly user fee which was due and owing over the next thirty-nine months.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Oak Street Health for damages relating to the fraudulent inducement of access to the Data including the lost business value of the Data conversion, related software and hardware and any other relief deemed appropriate by the Court including punitive damages where necessary.

COUNT IV
Tortious Interference with Contract - Focus Solutions

98. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

99. At all times relevant, The Solutions Team and Oak Street Health had a valid and enforceable contract as seen in Exs. A-F.

100. On March 17, 2015, Bruce Schaumberg of Focus Solutions met with representatives of Oak Street Health and The Solutions Team in Chicago, Illinois, at which the terms of the Contract and Proposal of March 25, 2015, were discussed and finalized.

101. Defendant Focus Solutions was aware of the Contract, in part, because it received compensation in the form of a commission payment on November 5, 2015, for its role in arranging the Contract between The Solutions Team and Oak Street Health.

102. Defendant Focus Solutions was also aware of the Contract because its member, Bruce Schaumberg, in a meeting with Todd Gooden of The Solutions Team on or about June 14, 2016, acknowledged the existence of the Contract and specifically discussed the remaining duration of the Contract and the Proposals.

103. At all pertinent times, Focus Solutions worked as a consultant for Oak Street Health.

104. From at least December 2016 forward, Focus Solutions, through its founder Bruce Schaumberg, made efforts to gain access to Data maintained and serviced by The Solutions Team for the purpose of taking the Data.

105. At all times, Oak Street Health, at the direction and on the advice of Focus Solutions, directed The Solutions Team to permit access to the Data to Focus Solutions.

106. On February 5, 2017, Focus Solutions, through its founder Bruce Schaumberg, did gain access to the Data, took the Data and disconnected the access link between Oak Street Health and The Solutions Team and thereby, frustrated the purpose of the Contract and related proposals.

107. On February 8, 2017, Oak Street Health, through Jason Van Den Eeden, with its Data and link removed from The Solutions Team, advised The Solutions Team that it was no

longer in need of its contractual services and was terminating its use of The Solutions Team's services and equipment.

108. On February 10, 2017, Jason Van Den Eeden confirmed the termination in writing (Ex. G).

109. In so terminating its use of The Solutions Team, Oak Street Health terminated the contract and thereby breached its contract with The Solutions Team and said breach was induced by the consulting, conversion of Data and severing of the access link performed by Focus Solutions, through Bruce Schaumberg.

110. As a direct and proximate result of the actions of Focus Solutions, Oak Street Health breached the Contract and caused damages of a pecuniary nature to The Solutions Team which, in part, includes the value of continued services under the Contract.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Focus Solutions for its intentional interference with the Contract and award damages commensurate with the loss caused by Oak Street Health's premature breach of the Contract.

COUNT V
Computer Fraud and Abuse Act – Focus Solutions

111. The Solutions Team reasserts the allegations in all preceding paragraphs as if specifically reasserted herein.

112. At all times relevant to the actions of Focus Solutions, there existed a statute known as the Computer Fraud and Abuse Act (18 U.S.C. §1030) that was in full force and effect.

113. The Computer Fraud and Abuse Act permits civil actions to be filed for the recovery of economic and other damages.

114. At all pertinent times, Focus Solutions was obligated to comply with and not act in violation of the Computer Fraud and Abuse Act.

115. The Data on The Solutions Team's servers and computers was protected from access by those not authorized to access and manipulate the data.

116. Focus Solutions' limited purpose access was permitted by The Solutions Team for the purpose of Focus Solutions designing and running select reports of the Data for Oak Street Health.

117. On and after February 5, 2017, Focus Solutions and Bruce Schaumberg, knowingly accessed the computers and information systems and therein, exceeded authorized access by doing more than simply transitioning some of the Data for use in designing and running reports for Oak Street Health.

118. On and after February 5, 2017, Focus Solutions and Bruce Schaumberg, exceeded its authorized access, took information from a protected computer in violation of 18 U.S.C. §1030(a)(2)(C) and severed a server link between Oak Street Health and The Solutions Team.

119. On and after February 5, 2017, Focus Solutions knowingly and with an intent to defraud, accessed The Solutions Team's computers and electronic information system in exceedance of its authorized access, through false pretenses in perpetration of a plan to defraud, obtained data possessed by The Solutions Team that has value in violation of 18 U.S.C. § 1030(a)(4).

120. On and after February 5, 2017, Focus Solutions intentionally accessed The Solutions Team's computers and informational systems in exceedance of its authorized access causing damage and financial loss to The Solutions Team in violation of 18 U.S.C. § 1030(a)(5)(C).

121. In addition to acting directly or through its agents, Focus Solutions, through Bruce Schaumberg, conspired with Oak Street Health to gain the aforementioned access to the

computers and informational systems of The Solutions Team under false pretenses, with the intent to defraud and carry out unauthorized activities on computers and systems owned by The Solutions Team.

122. Through its direct activity, activity through its agents and conspiracy to commit same, Focus Solutions failed to refrain from making, facilitating, or allowing any form of computer, server or network attack or disruption on the computers and informational systems of The Solutions Team

123. Through its direct activity, activity through its agents and conspiracy to commit same, Focus Solutions proximately caused damages to The Solutions Team including, but not limited to, the loss of the economic value of the Contract over the course of its term through May 5, 2020, and any other damages and relief which this Court deems owed.

WHEREFORE, The Solutions Team requests that this Court enter judgment in favor of it and against Focus Solutions, in an amount commensurate with the loss relating to the contractual breaches, the value of the Contract to be performed through its termination on May 5, 2020, the cost of hardware and software purchased to provide services to Oak Street Health and any other damages and relief which this Court deems owed as a result of Focus Solutions's violations of the Computer Fraud and Abuse Act.

COUNT VI
Fraud in the Inducement – Focus Solutions

124. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

125. In and around December 2016, Focus Solutions represented that it needed access to the Data for the limited purpose of transitioning some of the Data for use in designing and running reports for Oak Street Health.

126. The Solutions Team eventually granted limited access to the Data based, in parts, on the representations of Bruce Schaumberg of Focus Solutions.

127. At the time it made said statements, Focus Solutions knew that its statements to the Solutions Team regarding the sole purpose of needing access to the Data were false.

128. At the time of stating the purpose for needing access to the Data, Focus Solutions made said statements for the purpose of inducing The Solutions Team to give it access to the Data.

129. The Solutions Team granted limited access to the Data to Focus Solutions in reliance on the reasons Focus Solutions offered for needing access to the Data.

130. On or about February 5, 2017, Focus Solutions transferred and took all of the Data and severed electronic connections between Oak Street Health and The Solutions Team.

131. As a direct and proximate result of its fraudulent inducement by Focus Solutions, The Solutions Team suffered damages in the form of Oak Street Health failing to store and use its clients' personal health information with The Solutions Team and failing to pay the contractually required monthly user fee which was due and owing over the next thirty-nine months.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Focus Solutions for damages relating to the fraudulent inducement of access to the Data including the lost business value of the Data conversion, related software and hardware and any other relief deemed appropriate by the Court including punitive damages where necessary.

COUNT VII
Breach of Fiduciary Duty – Focus Solutions

132. Plaintiff reasserts the allegations in all preceding paragraphs as if specifically reasserted herein.

133. Focus Solutions worked in an agency capacity in assisting The Solutions Team in connecting with Oak Street Health connect for the purpose of engaging in a contract for the storage, maintenance and service of the Data.

134. As part of the relationship, Focus Solutions expected financial remuneration from The Solutions Team for its role in facilitating the contractual relationship between The Solutions Team and Oak Street Health captured in the Contract and subsequent proposals.

135. For its role, Focus Solutions was compensated \$6,750 by The Solutions Team.

136. Based on its business relationship with The Solutions Team and its interest in the execution of the Contract, Focus Solutions owed a fiduciary duty to The Solutions Team.

137. By fraudulently inducing The Solutions Team to grant it access to the Data, copying and deleting the Data from The Solutions Team's servers, transferring the Data for the benefit of Oak Street Health and otherwise inducing and facilitating Oak Street Health's breach of the Contract, Focus Solutions breached its fiduciary duty to The Solutions Team.

138. As a direct and proximate result of Focus Solutions' breach of its fiduciary duty, Oak Street Health prematurely terminated its business relationship with The Solutions Team causing financial loss in lost revenue, expenditures for hardware and software and other damages associated with the termination.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Focus Solutions for damages related to the breach of fiduciary duty including lost revenue, equipment and software expenditures, damages to The Solutions Team's business enterprise and any other relief that this Court deems just including punitive damages, if allowed, for the intentional nature of the conduct.

COUNT VIII
Tortious Interference with Contract – Bruce Schaumburg

139. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

140. At all times relevant, The Solutions Team and Oak Street Health had a valid and enforceable contract as seen in Ex. A.

141. Defendant Bruce Schaumburg was aware of the Contract, in part, because he or Focus Solutions received compensation in the form of a commission payment on November 5, 2015, for his role in arranging the Contract between The Solutions Team and Oak Street Health.

142. Defendant Bruce Schaumburg was also aware of the Contract as evidenced by his meeting with Todd Gooden of The Solutions Team on or about June 14, 2016, at which he acknowledged the existence of the Contract and specifically discussed the remaining duration of the Contract and the Proposals.

143. At all pertinent times, Bruce Schaumburg worked as a consultant for Oak Street Health.

144. From at least December 2016 forward, Bruce Schaumburg made efforts to gain access to the Data maintained and serviced by The Solutions Team for the purpose of taking the Data.

145. At all times, Oak Street Health, at the direction and on the advice of Bruce Schaumburg, directed The Solutions Team to permit access to the Data to Bruce Schaumburg.

146. On February 5, 2017, Bruce Schaumburg did gain access to the Data, under false pretenses, and took the Data and functionally severed the access link between Oak Street Health and The Solutions Team.

147. On February 8, 2017, Oak Street Health, through Jason Van Den Eeden, with its Data and link removed from The Solutions Team, advised The Solutions Team that it was no longer in need of its contractual services and was terminating its use of the Solutions Team.

148. On February 10, 2017, Jason Van Den Eeden confirmed the termination in writing.

149. In so terminating its use of The Solutions Team, Oak Street Health terminated the contract and thereby breached its contract with The Solutions Team and said breach was induced by the consulting, conversion of Data and severing of the access link performed by Bruce Schaumburg.

150. As a direct and proximate result of the actions of Bruce Schaumburg, Oak Street Health breached the Contract and caused damages of a pecuniary nature to The Solutions Team which, in part, includes the value of continued services under the Contract.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Bruce Schaumburg for his intentional interference with the Contract and award damages commensurate with the loss caused by Oak Street Health's premature breach of the Contract.

COUNT IX
Computer Fraud and Abuse Act – Bruce Schaumburg

151. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

152. At all times relevant to the actions of Focus Solutions, there existed a statute known as the Computer Fraud and Abuse Act (18 U.S.C. § 1030) that was in full force and effect.

153. The Computer Fraud and Abuse Act permits civil actions to be filed for the recovery of economic and other damages.

154. At all pertinent times, Bruce Schaumberg was obligated to comply with and not act in violation of the Computer Fraud and Abuse Act.

155. The Data on The Solutions Team's servers and computers was protected from access by those not authorized to access and manipulate the data.

156. Bruce Schaumberg's access was permitted by The Solutions Team for the sole purpose of moving some bin data from Prod to EDW.

157. On and after February 5, 2017, Bruce Schaumberg knowingly accessed the computers and information systems and therein, exceeded authorized access by doing more than simply moving some bin data from Prod to EDW.

158. On and after February 5, 2017, Bruce Schaumberg exceeded his authorized access, took information from a protected computer in violation of 18 U.S.C. §1030(a)(2)(C) and severed a server link between Oak Street Health and The Solutions Team.

159. On and after February 5, 2017, Bruce Schaumberg knowingly and with an intent to defraud, accessed The Solutions Team's computers and electronic information system in exceedance of its authorized access, through false pretenses in perpetration of a plan to defraud, obtained data possessed by The Solutions Team that has value in violation of 18 U.S.C. § 1030(a)(4).

160. On and after February 5, 2017, Bruce Schaumberg intentionally accessed The Solutions Team's computers and informational systems in exceedance of its authorized access causing damage and financial loss to The Solutions Team in violation of 18 U.S.C. § 1030(a)(5)(C).

161. Bruce Schaumberg conspired with Jason Van Den Eeden and others at Oak Street Health to gain the aforementioned access to the computers and informational systems of The Solutions Team under false pretenses, with the intent to defraud and carry out unauthorized activities on computers and systems owned by The Solutions Team.

162. Through his activity, Bruce Schaumberg failed to refrain from making, facilitating, or allowing any form of computer, server or network attack or disruption on the computers and informational systems of The Solutions Team

163. Through his activity, Bruce Schaumberg proximately caused damages to The Solutions Team including, but not limited to, the loss of the economic value of the Contract over the course of its term through May 5, 2020, and any other damages and relief which this Court deems owed.

WHEREFORE, The Solutions Team requests that this Court enter judgment in favor of it and against Bruce Schaumberg, in an amount commensurate with the loss relating to the contractual breaches, the value of the Contract to be performed through its termination on May 5, 2020, the cost of hardware and software purchased to provide services to Oak Street Health and any other damages and relief which this Court deems owed as a result of Bruce Schaumberg's violations of the Computer Fraud and Abuse Act.

COUNT X
Fraud in the Inducement – Bruce Schaumberg

164. The Solutions Team reasserts the allegations in all preceding paragraphs as if they were specifically reasserted herein.

165. On and around December 2016, Bruce Schaumberg represented that he needed access to the Data for the sole purpose of transferring BIN data.

166. The Solutions Team eventually granted access to the Data based on the representations of Bruce Schaumberg.

167. At the time it made said statements, Bruce Schaumberg knew that his statements to the Solutions Team regarding the purpose of access to the Data were false.

168. At the time of stating the purpose for needing access to the Data, Bruce Schaumberg made said statements for the purpose of inducing The Solutions Team to give it access to the Data.

169. The Solutions Team granted access to the Data to Bruce Schaumberg in reliance on the reasons Schaumberg offered for needing access to the Data.

170. On or about February 5, 2017, Bruce Schaumberg transferred and took all of the Data and severed electronic connections between Oak Street Health and The Solutions Team.

171. As a direct and proximate result of its fraudulent inducement by Bruce Schaumberg, The Solutions Team suffered damages in the form of Oak Street Health failing to store and use its clients' personal health information with The Solutions Team and failing to pay the contractually required monthly user fee which was due and owing over the next thirty-nine months.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Bruce Schaumberg for damages relating to the fraudulent inducement of access to the Data including the lost business value of the Data conversion, related software and hardware and any other relief deemed appropriate by the Court including punitive damages where necessary.

COUNT XI
Breach of Fiduciary Duty – Bruce Schaumburg

172. Plaintiff reasserts the allegations in all preceding paragraphs as if specifically reasserted herein.

173. Bruce Schaumburg worked in an agency capacity in assisting The Solutions Team and Oak Street Health connect for the purpose of engaging in a contract for the storage, maintenance and service of Data.

174. As part of the relationship, Bruce Schaumburg expected financial remuneration from The Solutions Team for his role in facilitating the contractual relationship between The Solutions Team and Oak Street Health captured in the Contract and subsequent proposals.

175. For his role, Bruce Schaumburg and Focus Solutions were compensated \$6,750 by The Solutions Team.

176. Based on his relationship with The Solutions Team and his interest in the execution of the Contract, Bruce Schaumburg owed a fiduciary duty to The Solutions Team.

177. By fraudulently inducing The Solutions Team to grant it access to the Data, copying and deleting the Data from The Solutions Team's servers, transferring the Data for the benefit of Oak Street Health and otherwise inducing and facilitating Oak Street Health's breach of the Contract, Bruce Schaumburg breached his fiduciary duty to The Solutions Team.

178. As a direct and proximate result of Bruce Schaumburg's breach of his fiduciary duty, Oak Street Health prematurely terminated its business relationship with The Solutions Team causing financial loss in lost revenue, expenditures for hardware and software and other damages associated with the termination.

WHEREFORE, The Solutions Team requests that this Court enter judgment in its favor and against Bruce Schaumberg for damages related to the breach of fiduciary duty including lost revenue, equipment and software expenditures, damages to The Solutions Team's business enterprise and any other relief that this Court deems just including punitive damages, if allowed, for the intentional nature of the conduct.

Dated: March 9, 2017

JOHNSON & BELL, LTD.

/s/Stephen P. Ellenbecker
Attorneys for Plaintiff, The Solutions Team, Inc.

Stephen P. Ellenbecker #6277428
Johnson & Bell, Ltd.
33 West Monroe St. Suite 2700
Chicago, IL 60603-5404
Direct (312) 984-0221
ellenbeckers@jbltd.com

4762644